



1301 Gervais Street
Suite 825
Columbia, SC 29201

803-254-5736
803-254-9626 (Fax)

March 20, 2003

Mr. Gary E. Walsh
Executive Director
The Public Service Commission
P. O. Drawer 11649
Columbia, SC 29211

RE: Interconnection Agreement between Verizon South Incorporated and AT&T Wireless PCS, LLC.

Dear Mr. Walsh:

An electronic copy of an Adoption of Interstate Wireless Agreement between the above referenced companies is being forwarded to your office for informational purposes. Should you have any questions concerning this matter please do not hesitate to contact my office.

Very truly yours,

Wanda Rodgers (for)

STAN J. BUGNER
State Director

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing



2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

January 21, 2003

Mr. Eric Updyke
Vice President – Wireless Network Services
AT&T Wireless PCS, LLC
7277 164th Ave NE
Redmond, WA 98052

Re: Requested Adoption Under the FCC Merger Conditions

Dear Mr. Updyke:

Verizon South Inc. ("Verizon"), a Virginia corporation with its principal place of business at 4100 Roxboro Road, Durham, NC 27704-2166, has received your letter stating that, pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184, AT&T Wireless PCS, LLC ("AWS"), a Delaware limited liability corporation with its principal place of business at 7277 164th Ave NE, Redmond, WA 98052, wishes to provide services to customers in Verizon's service territory in the State of South Carolina by adopting the voluntarily negotiated terms of the Interconnection Agreement between AT&T Wireless Services Inc. ("AWS North Carolina") and Verizon South Inc., f/k/a GTE South Incorporated ("Verizon North Carolina") that was approved by the North Carolina Utilities Commission as an effective agreement in the State of North Carolina, as such agreement exists on the date hereof after giving effect to operation of law (the "Verizon North Carolina Terms").

I understand that AWS has a copy of the Verizon North Carolina Terms which, in any case, are attached hereto as Appendix 1. Please note the following with respect to AWS's adoption of the Verizon North Carolina Terms.

1. By AWS's countersignature on this letter, AWS hereby represents and agrees to the following four points:

- (A) AWS agrees to be bound by and adopts in the service territory of Verizon, the Verizon North Carolina Terms, as they are in effect on the date hereof after giving effect to operation of law.
- (B) Notice to AWS and Verizon as may be required or permitted under the Verizon North Carolina Terms shall be provided as follows:

To AWS:

Jill Mounsey
Director, Industry Relations
AT&T Wireless Services, Inc.
7277 164th Avenue NE
Redmond, WA 98052
Fax: 425-580-8609

with a copy to:

Attention: Greg Kopta
Davis Wright Tremaine LLP
2600 Century Square
1501 4th Avenue
Seattle, WA 98101
Telephone Number: 206/628-7692
Facsimile Number: 206/628-7699
Internet Address: gregkopta@dwt.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge, HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972/718-5988
Facsimile Number: 972/719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 North Court House Road, Suite 500
Arlington, VA 22201
Facsimile: 703/351-3664

- (C) AWS represents and warrants that it is a CMRS provider licensed by the FCC to provide service in the State of South Carolina, and that its

adoption of the Verizon North Carolina Terms will only cover services in the service territory of Verizon in the State of South Carolina.

- (D) In the event an interconnection agreement between Verizon and AWS is currently in effect in the State of South Carolina (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
2. AWS's adoption of the Verizon North Carolina Terms shall become effective on January 24, 2003. Verizon shall file this adoption letter with the South Carolina Public Service Commission ("Commission") promptly upon receipt of an original of this letter, countersigned by an authorized officer of AWS. The term and termination provisions of the AWS North Carolina/Verizon North Carolina agreement shall govern AWS's adoption of the Verizon North Carolina Terms. AWS's adoption of the Verizon North Carolina Terms is currently scheduled to expire on June 30, 2003.
 3. As the Verizon North Carolina Terms are being adopted by AWS pursuant to the Merger Conditions, Verizon does not provide the Verizon North Carolina Terms to AWS as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Verizon North Carolina Terms does not in any way constitute a waiver by Verizon of any position as to the Verizon North Carolina Terms or a portion thereof. Nor does it constitute a waiver by Verizon of any rights and remedies it may have to seek review of the Verizon North Carolina Terms, or to seek review of any provisions included in these Verizon North Carolina Terms as a result of AWS's election pursuant to the Merger Conditions.
 4. For avoidance of doubt, please note that adoption of the Verizon North Carolina Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Remand Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, compensation

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order*

for Internet traffic – if any – is governed by the terms of the *FCC Remand Order*, not pursuant to adoption of the Verizon North Carolina Terms.² Moreover, in light of the *FCC Remand Order*, even if the Verizon North Carolina Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC’s rules implementing section 252(i) of the Act.³ In fact, the *FCC Remand Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet Traffic.⁴

5. AWS’s adoption of the Verizon North Carolina Terms pursuant to the Merger Conditions is subject to all of the provisions of such Merger Conditions. Please note that the Merger Conditions exclude the following provisions from the interstate adoption requirements: state-specific pricing, state-specific performance measures, provisions that incorporate a determination reached in an arbitration conducted in the relevant state under 47 U.S.C. Section 252 and provisions that incorporate the results of negotiations with a state commission or telecommunications carrier outside of the negotiation procedures of 47 U.S.C. Section 252(a)(1). Verizon, however, does not oppose AWS’s adoption of the Verizon North Carolina Terms at this time, subject to the following reservations and exclusions:

- (A) Verizon’s standard pricing schedule for interconnection agreements in South Carolina (as such schedule may be amended from time to time) (attached as Appendix 2 hereto), which includes (without limitation) rates for reciprocal compensation, shall apply to AWS’s adoption of the Verizon North Carolina Terms; provided, however, that if the Terms memorialize acceptance of Verizon’s offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 2. AWS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Verizon North Carolina Terms or that are otherwise not part of this adoption. In an effort to expedite the adoption process,

to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Remand Order* can be viewed at Verizon’s Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ *See, e.g.*, 47 C.F.R. Section 51.809(c). These rules implementing section 252(i) of the Act apply to interstate adoptions under the Merger Conditions as well. *See, e.g.*, Merger Conditions ¶32 (such adoptions shall be made available “under the same rules that would apply to a request under 47 U.S.C. Section 252(i)”).

⁴ *FCC Remand Order* ¶82.

Verizon has not deleted such rates from the pricing schedule. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights under the Merger Conditions.

- (B) AWS's adoption of the Verizon North Carolina Terms shall not obligate Verizon to provide any interconnection arrangement or unbundled network element unless it is feasible to provide given the technical, network and Operations Support Systems attributes and limitations in, and is consistent with the laws and regulatory requirements of the State of South Carolina and with applicable collective bargaining agreements.
 - (C) Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Verizon North Carolina Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Verizon North Carolina Terms.
 - (D) Terms, conditions and prices contained in tariffs cited in the Verizon North Carolina Terms shall not be considered negotiated and are excluded from AWS's adoption.
 - (E) AWS's adoption does not include any terms that were arbitrated in the Verizon North Carolina Terms.
6. Verizon reserves the right to deny AWS's adoption and/or application of the Verizon North Carolina Terms, in whole or in part, at any time:
- (A) when the costs of providing the Verizon North Carolina Terms to AWS are greater than the costs of providing them to AWS North Carolina;
 - (B) if the provision of the Verizon North Carolina Terms to AWS is not technically feasible;
 - (C) if Verizon otherwise is not obligated to permit such adoption and/or application under the Merger Conditions or under applicable law.
7. Should AWS attempt to apply the Verizon North Carolina Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

In the event that a voluntary or involuntary petition has been or is in the future filed against AWS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. §

366, shall be preserved, and AWS's adoption of the Verizon North Carolina Terms shall in no way impair such rights of Verizon; and (ii) all rights of AWS resulting from AWS's adoption of the Verizon North Carolina Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

Please arrange for a duly authorized representative of AWS to sign this letter in the space provided below and return it to the undersigned.

Sincerely,

VERIZON SOUTH INC.

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

AT&T Wireless Services Inc. ("AWS") has reviewed this document and countersigns only as to points A, B, C, and D of Paragraph 1. As to the remainder of the letter, AWS states that the positions contained herein are those of Verizon only, and in no way represent the positions of AWS. AWS does not waive any of its rights, remedies or arguments with respect to the matters contained in this letter, including, but not limited to, the right to seek legal review of its rights on these matters.

AT&T WIRELESS PCS, LLC

By _____

Title _____

Attachment

c: Sherri D. Sebring - Verizon (w/out attachments)

APPENDIX 2 SOUTH CAROLINA

I. Reciprocal Compensation Traffic Transport and Termination Rates

A. Transport and Termination Rate

Tandem Rate per MOU: \$0.0074325*

This rate is reciprocal and symmetrical for Reciprocal Compensation Traffic exchanged between Verizon and AWS and applies for all Reciprocal Compensation Traffic MOUs exchanged at an IP associated with a Verizon tandem. Rate based on most current Verizon cost studies.

End Office Rate MOU: \$0.0049611*

This rate is reciprocal and symmetrical for Reciprocal Compensation Traffic exchanged between Verizon and AWS and applies for all Reciprocal Compensation Traffic MOUs exchanged at an IP associated with a Verizon end office, including Reciprocal Compensation Traffic exchanged through a transiting arrangement with another local provider. Rate based on most current Verizon cost studies.

B. Tandem Switching Rate (Transiting)

Rate applied per MOU: \$0.0024714*

This rate applies to all local MOUs exchanged between AWS and another Local Provider through facilities of Verizon. Rate based on most current Verizon cost studies.

II. Billing Factors

Terminating Traffic Factors:	20%	Verizon to AWS
	80%	AWS to Verizon
	100%	Total 2-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way Reciprocal Compensation Traffic exchanged between the Parties. For example, a factor of 90% for Verizon would mean that, of total 2-way local MOUs exchanged between Verizon and AWS, 90% originated from a AWS wireless end user customer and terminated to a Verizon end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a quarterly basis. If factors are not updated quarterly, the Parties shall use the last previously established factors.

A. Transiting Factor: 1% Verizon Transited

The Transiting Factor is used to determine the amount of traffic to or from AWS that transits the Verizon network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes, i.e.; when recorded billing data is not sufficiently available. When applied to AWS originated traffic, the Transiting

Factor determines the transiting traffic that was generated by AWS. When applied to AWS terminated traffic, the Transiting Factor determines the portion of traffic terminating to AWS that was not originated by Verizon. This factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor.

B. Traffic Factor 2: 100%

Traffic Factor 2 describes the portion of Reciprocal Compensation Traffic exchanged between the Parties that both originated and terminated within the same local calling area (MTA). This Reciprocal Compensation Traffic Factor applies to both originating and terminating MOUs.

III. **Blocks Of 100 Numbers**

Installation Charge per 100 Numbers \$75.00

Usage Compensation to AWS, per Month, per Trunk \$5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of the Verizon North Carolina Terms. The Installation Charge applies to new blocks of numbers provided pursuant to the Verizon North Carolina Terms. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by AWS. AWS is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to AWS for Reciprocal Compensation Traffic terminating to AWS over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

*Certain of the resale and charges set forth above, as indicated by an "asterisk", are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between Verizon and AT&T Communications, which was approved by the Commission in an Order dated March 17, 1997 in Docket No. 96-375-C. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties and such arbitrated rates are not subject to interstate MFN obligations under Appendix D, Sections 31 and 32, of the Merger Order; and (2) that, for purposes of calculating Reciprocal Compensation, the arbitrated rates shall not apply to Internet Traffic. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Verizon North Carolina Terms that applies to rates. The Parties further agree that the Commission's Order in Docket No. 96-375-C, to the extent such Order established the arbitrated rates, shall be deemed "arbitrated" under Paragraph 5(E) of the adoption letter.

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN
VERIZON SOUTH INC., F/K/A GTE SOUTH INCORPORATED
AND
AT&T WIRELESS SERVICES, INC.**

THIS FIRST AMENDMENT to Interconnection Agreement (the "Agreement") which became effective October 13, 1999, is by and between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon") and AT&T Wireless Services, Inc. ("AWS"), Verizon and AWS being referred to collectively as the "Parties" and individually as a "Party". This First Amendment covers services in the state of North Carolina (the "State").

WHEREAS, the Agreement was approved by the Commission's Order dated December 22, 1999 in Docket No. P-19 Sub 347; and

WHEREAS, subsequent to the approval of the Agreement, AWS and Verizon agreed to amend the Agreement; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article V, Section 7.2 of the Agreement which stated:

Distribution. Upon directory publication, GTE will arrange for the initial distribution of the directory to AWS for delivery by AWS to its customers within the GTE coverage area at no charge.

AWS will supply GTE in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable GTE to perform its distribution responsibilities.

Is hereby deleted and replaced with the following language:

Distribution. Upon directory publication, Verizon will arrange for the initial distribution of the directory to service subscribers in the directory coverage area at no charge in the same manner it provides initial distribution of such directories to its own Customers.

AWS will supply Verizon in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable Verizon to perform its distribution responsibilities.

2. If any provision in the Agreement conflicts with this First Amendment, this First Amendment shall control.
3. By execution of this First Amendment, the Agreement shall continue in effect in accordance with, and subject to, the term and termination provisions of the Agreement.

IN WITNESS WHEREOF, each Party has executed this First Amendment and it shall be effective upon execution by both Parties.*

**VERIZON SOUTH INC.
F/K/A GTE SOUTH INCORPORATED**

AT&T WIRELESS SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Verizon has agreed to allow this Amendment to become effective upon execution in order to permit AWS to proceed with implementation of its competitive business strategies and plans prior to the approval of the Amendment by the Commission. Notwithstanding the possible rejection or modification of this Agreement by the Commission, the Parties agree that all of their obligations and duties hereunder shall remain in full force and effect pending the final disposition of the Commission review and approval process.

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON SOUTH INC.
and
AT&T WIRELESS SERVICES, INC.
FOR NORTH CAROLINA

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date") by and between Verizon South Inc., f/k/a GTE South Incorporated ("Verizon"), and AT&T Wireless Services, Inc. ("AWS"). (Verizon and AWS may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for North Carolina, which was effective October 13, 1999 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, AWS has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

- 1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

- 1.1.1 Reciprocal Compensation Rates:

- 1.1.1.1 Appendix A of the Agreement is amended by deleting from the section "Local Transport and Termination Rates" Paragraph A, "Transport and Termination Rate," and replacing Paragraph A with the following:

"A. Local Traffic Transport and Termination Rate

June 14, 2001 through December 13, 2001 --
\$0.0015 per minute of use;

December 14, 2001 through June 13, 2003 --
\$0.0010 per minute of use; and

June 14, 2003 and thereafter -- \$0.0007 per
minute of use."

- 1.1.1.2 The rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.
- 1.1.1.3 The reciprocal compensation rates billed by AWS to Verizon shall not exceed the reciprocal compensation rates billed by Verizon to AWS.
- 1.1.1.4 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.
- 1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.
- 1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 1.1.4 Local Traffic does not include any Internet Traffic.
- 1.1.5 Reciprocal compensation shall not apply to Internet Traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC regulations.
- 1.1.6 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).
- 1.1.7 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC regulations.

2. Termination. Each Party shall have the right to terminate this Amendment by written notice to the other Party, if: (a) the Order is stayed or vacated in whole by the FCC or another governmental entity of competent jurisdiction; or, (b) the Order is stayed or vacated in part, or modified, by the FCC or another governmental entity of competent jurisdiction, in any way that is material to this Amendment (including, but not limited to, if there is a change in the intercarrier compensation rates for ISP-bound traffic, or in the "mirroring" rule). The termination shall be effective upon receipt of the notice of termination by the other

Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Article III Section 33, "Changes in Legal Requirements," and Article III Section 41, "Subsequent Law") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 1.1.1.1 above are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

AT&T Wireless Services, Inc.

Verizon South Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

Appendix 1

INTERCONNECTION AGREEMENT

BETWEEN

GTE SOUTH INCORPORATED

AND

AT&T WIRELESS SERVICES, INC.

FOR THE STATE OF NORTH CAROLINA

TABLE OF CONTENTS

ARTICLE I SCOPE AND INTENT OF AGREEMENT	I-1
ARTICLE II DEFINITIONS.....	II-1
1. <u>General Definitions</u>	II-1
1.1 Act	II-1
1.2 Affiliate.....	II-1
1.3 Answer Supervision	II-1
1.4 Applicable Law	II-1
1.5 Automated Message Accounting (AMA)	II-1
1.6 Automatic Number Identification (ANI)	II-1
1.7 Auxiliary Connection.....	II-1
1.8 AWS Traffic	II-1
1.9 Bellcore	II-1
1.10 Business Day	II-1
1.11 Central Office Switch or Central Office or CO	II-1
1.12 Centralized Message Distribution System (CMDS).....	II-1
1.13 CLLI Codes.....	II-1
1.14 Commercial Mobile Radio Service (CMRS) Carrier.....	II-2
1.15 Commercial Mobile Radio Services (CMRS)	II-2
1.16 Commission	II-2
1.17 Common Channel Signaling (CCS)	II-2
1.18 Competitive Local Exchange Carrier (CLEC)	II-2
1.19 Compliance	II-2
1.20 Conversation Time	II-2
1.21 Currently Available	II-2
1.22 Disconnect Supervision	II-2
1.23 DS-1	II-2
1.24 DS-3	II-2
1.25 Electronic File Transfer.....	II-2
1.26 E-911 Service	II-2
1.27 End Office.....	II-2
1.28 End Office Switches	II-2
1.29 ESP/ISP Traffic.....	II-2
1.30 Exchange Access	II-3
1.31 Exchange Message Record (EMR)	II-3
1.32 Exchange Service.....	II-3
1.33 Expanded Interconnection Service (EIS)	II-3
1.34 Facility	II-3
1.35 FCC	II-3
1.36 Fixed Wireless Service.....	II-3
1.37 Generator	II-3
1.38 GTOC	II-3
1.39 GTE Traffic	II-3
1.40 Hazardous Chemical	II-3
1.41 Hazardous Waste	II-3
1.42 Imminent Danger	II-3
1.43 Incumbent Local Exchange Carrier (ILEC)	II-4
1.44 Interconnection Facility	II-4
1.45 Interexchange Carrier (IXC)	II-4
1.46 Interconnection Services or Services@.....	II-4